

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) <u>Unbundled Loop Installation</u>	
1-10 Loops per Service Order	5 days from Receipt of valid Service Order
11-20 Loops per Service Order	10 days from Receipt of valid Service Order
21+ Loops per Service Order	To be Negotiated
(ii) <u>Interim Number Portability</u>	
1-10 Numbers per Service Order	5 days from Receipt of valid Service Order
11-20 Numbers per Service Order	10 days from Receipt of valid Service Order
21+ Numbers per Service Order	To be Negotiated
(iii) <u>Out-of-Service Repairs</u>	Less than 24 hours from Receipt of Notification of Out-of-Service Condition

1.2 Specified Performance Standards

The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of (a) the other Party's failure to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, (c) any Force Majeure Event, or (d) for INP, where memory limitations in the switch in the serving office cannot accommodate the request.

1.3 Liquidated Damages

The damages payable by either Party as a result of a Specified Performance Breach shall be \$75,000 for each Specified Performance Breach (collectively, the "Liquidated Damages"). Sprint and SWBT agree and acknowledge that (a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of Sprint and SWBT at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Liquidated Damages constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and (c) neither Party shall be required to

provide any proof of the Liquidated Damages. Notwithstanding the Parties' indemnity obligations hereunder, neither Party shall be obligated to indemnify or hold harmless the other for liquidated damages payable under this Section 27.

1.4 Limitations

In no event shall either Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by either Party to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule), (b) any delay, act or failure to act by an end user, agent or subcontractor of either Party, (c) any Force Majeure Event, (d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability, or (e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of that Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

1.5 Sole Remedy

The Liquidated Damages shall be the sole and exclusive remedy of either Party for the other Party's breach of the Performance Criteria or a Specified Performance Breach as described in this Attachment 17 and shall be in lieu of any other damages or credit either Party might otherwise seek for such breach of the Performance Criteria or a Specified Performance Breach through any claim or suit brought under any contract or tariff, EXCEPT THAT IN THE EVENT OF A PATTERN OR PRACTICE OF PERFORMANCE STANDARD BREACHES, EITHER PARTY MAY ASSERT CLAIMS FOR MATERIAL BREACH OF THIS AGREEMENT, FOR ANTITRUST OR UNFAIR COMPETITION, OR MAY PETITION THE APPROPRIATE REGULATORY AUTHORITY.

1.6 Records

The Parties shall maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria and shall provide to the other such records in a self-reporting format on a monthly basis. Notwithstanding other provisions of this Agreement, the Parties agree that such records shall be deemed "Proprietary Information".

ATTACHMENT 19: WHITE PAGES -OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SWBT's and Sprint's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1.0 Introduction

- 1.1 SWBT publishes White Pages directories for geographic areas in which Sprint may also provide local exchange telephone service, and Sprint wishes to include listings information for its customers in the appropriate SWBT White Pages directories.
- 1.2 Sprint also desires distribution to Sprint's customers of the White Pages directories that include listings of Sprint's customers.
- 1.3 SWBT will make available to Sprint, for Sprint Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 Service Provided

- 2.1 SWBT will include in appropriate White Pages directories the primary alphabetical listings of all Sprint end users located within the local directory scope. SWBT will include Sprint local customers' primary listing in the white page (residence, business, and government) directories.
- 2.2 Sprint will furnish to SWBT subscriber listing information pertaining to Sprint end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- 2.3 Sprint may provide its subscriber listing information to SWBT via a mechanical or manual feed of the listing information to SWBT's listing database. Sprint's subscriber listings are to be interfiled (interspersed) in the directory among SWBT's subscriber listing information.
- 2.4 At least sixty (60) days prior to the business office close date for a particular directory, SWBT will provide Sprint a verification list of Sprint's subscriber listings, as such listings are to appear in the directory. The verification list will also include Directory Delivery Address (DDA) information for each Sprint end user. Sprint will review this verification list and will submit to SWBT any necessary additions, deletions or modifications at least thirty (30) days of receipt of the list from SWBT.

- 2.5 Publication schedules for the White Pages: SWBT will provide to Sprint the initial directory close dates for a calendar year within three (3) to six (6) months of the publication year for areas where Sprint is providing local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.6 At least sixty (60) days prior to the directory close, Sprint will provide to SWBT written specification of the total number of directories that Sprint will require, along with the number of directory(ies) that each Sprint end user will require.
- 2.7 At Sprint's request, SWBT will deliver White Pages directories to Sprint end users. Timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own local service customers.
- 2.8 At its option, Sprint may purchase information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. Sixty (60) days prior to the directory close date, Sprint will provide to SWBT the information page(s) in camera ready format. SWBT will have the right to approve, and, with Sprint's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).
- 2.9 SWBT will include Sprint specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to Sprint on such page will be 1/8th page in size. In order to have such information published, Sprint will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page. (Sprint will be limited to a maximum of 1/8th of a page in any single edition of a SWBT White Pages directory. There is no charge for this 1/8th of a page to Sprint.
- 2.11 Upon receipt of Sprint listing information, SWBT will provide parity directory distribution, directory database maintenance, and directory listings for Sprint and its customers in the same manner that SWBT provides these services to its end users, unless otherwise provided herein.
- 3.0 **Use Of Subscriber Listing Information**
- 3.1 Sprint authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Attachment for the purpose of including the listings in the appropriate White Pages directory and directory assistance databases where such services are

provided by SWBT.

4.0 Limitation Of Liability And Indemnification

- 4.1 SWBT will not be liable to Sprint for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the White Pages services, including any and all associated equipment and data processing systems unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which SWBT is held liable under this Agreement to Sprint shall in no event exceed the amount of the charges made for White Pages services during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SWBT to the time Service is restored.
- 4.2 Sprint agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of Sprint's end user customers' use of the White Pages services. Sprint will defend against all customer claims just as if Sprint had provided such service to its customer with Sprint's own employees and will assert its contractual or tariff limitation of liability, in any, for the benefit of both SWBT and Sprint.
- 4.3 Sprint agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the White Pages services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with White Pages services.
- 5.0 **Pricing** These prices will be replaced by permanent prices when they become approved by the Commission:
- 5.1 If Sprint provides its subscriber listing information to SWBT via a mechanical or manual feed of the listings to SWBT's listings database, SWBT will assess per book copy, per subscriber line, charge when directories are delivered to Sprint end user premises, or an annual, per book copy charge when delivered in bulk to Sprint. Included in this rate, Sprint will receive for its end user, one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the Sprint location.

- 5.2 Where a Sprint end user requires additional listings to appear in the White Pages directory, SWBT will assess Sprint an annual charge for such listings at existing SWBT tariff rates.
- 5.3 For any "Subsequent" directory orders (orders placed after the initial order/forecast is provided above), SWBT shall charge Sprint a per book copy charge. This rate applies, per book copy, when such directories are delivered in bulk to Sprint or to the Sprint end user premises.
- 5.4 For inclusion of the Sprint *additional* "Informational Pages" in the White Pages directory, SWBT shall charge Sprint an annual fee for inclusion in the Metropolitan area book.

5.5 The following WP-Other Prices will apply:

Option to pay per listing basis

Per Month	\$.84
NRC	\$.37

Option to pay per book

Price Per Book Delivered To SprintEnd User	\$	3.32
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Subsequent Book Copies & Delivery After Initial Order	\$	4.70
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Price Per Single Sided Informational Page	\$	2,361.11
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6.0 **Assignment**

- 6.1 The subscriber listing information will remain the property of Sprint. Except as stated in Section 3.0 herein, SWBT will not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor will SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

7.0 **Term**

- 7.1 This Attachment will continue in force until terminated by sixty (60) days prior written notice by either Party to the other. Upon termination, SWBT will cease using, for any purpose whatsoever, the subscriber Listing information provided hereunder by Sprint, and will promptly return such subscriber listing information to Sprint.

- 7.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, SWBT operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including Sprint; and

WHEREAS, Sprint wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1. Clearinghouse Description

SWBT operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SWBT and Sprint.

2. Qualifying Message Criteria

The only toll call messages that qualify for submission to SWBT for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or Sprint exchange, exclusively carried by a LEC or Sprint over LEC or Sprint facilities and billed to a customer located in a second LEC's or Sprint exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or Sprint over LEC or Sprint facilities, and billed to a customer located in a second LEC's or Sprint exchange and not in the originating State.

3. Responsibilities Of The Parties

- A. Sprint agrees that it will provide SWBT with billing records for CH processing that are in an industry standard format acceptable to SWBT and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or Sprint exchange but are to be billed to an end user in a second LEC's or Sprint exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

Sprint agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's CH. Sprint will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for CH processing, if needed.

- B. SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- C. Sprint will timely furnish to SWBT all CH Records required by SWBT to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SWBT will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- D. Presently, in operating the CH, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

4. **Processing Charge**

Sprint agrees to pay SWBT a processing charge in consideration of SWBT's performance of CH services. This charge is \$.02 per originated CH Record processed on behalf of Sprint.

5. **Billing Charge**

Sprint agrees to pay a \$.05 per message charge to the LEC or LSP responsible for billing the message, including SWBT, when SWBT bills the message. When Sprint bills the message, it will receive a \$.05 per message charge for billing the message which will be remitted by SWBT as a pass through of the revenue from the responsible LEC or LSP.

6. **Settlement Report**

SWBT will issue monthly reports containing the results of the processing of CH Records to each participating LEC and Sprint. These reports list the (a) amounts owed by Sprint for billing messages originated by others; (b) amounts due to Sprint for Sprint-originated messages billed by others; (c) applicable billing charges; (d) returned revenue for unbillables; (e) redirected revenue for messages that were previously processed, including canceled and corrected records, and (f) processing charges.

7. **Retroactive and Lost Messages**

The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or Sprint. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or Sprint will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

8. **Limitation Of Liability**

By agreeing to operate the CH, SWBT assumes no liability for any LEC's or Sprint's receipt of appropriate revenues due to it from any other entity. Sprint agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Attachment.

Sprint agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SWBT's performance of CH processing pursuant to this Attachment.

SWBT will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Attachment will in no event exceed the amount of processing charges incurred by Sprint for the CH services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9. **DISCLAIMER OF WARRANTIES**

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY,

SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY SPRINT WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

1.0 Numbering

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.3 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.4 To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with Sprint in a neutral and nondiscriminatory manner, consistent with regulatory requirements, regarding Sprint's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines.
- 1.5 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.6 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.7 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2.0 NXX Migration

- 2.1 Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG).

3.0 Pricing

3.1 The Party to whom the NXX is migrated will pay an NXX migration charge to the other Party as follows:

3.1.1 NXX Migration Charge: \$10,000.00 per NXX

ATTACHMENT 22: DA (Other)

SWBT-PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA (Other) sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance (DA) for Sprint as a facilities based switch provider and in an unbundled network elements environment.

1.0 Services

- 1.1 DA consists of providing subscriber listing information (name, address, and published or Non-List telephone number or an indication of non-published status) to Sprint's customers who call DA according to current SWBT methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of Sprint's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to Sprint's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 SWBT agrees to provide DACC only in areas where Sprint can furnish Automatic Number Identification (ANI) from Sprint's customers to SWBT's switch and where Sprint obtains DA service from SWBT.
- 1.4 Sprint commits that SWBT's provision of DACC does not interfere with any contractual arrangement that Sprint has with another operator services provider. Sprint agrees to indemnify SWBT from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SWBT has interfered with any such contractual arrangement solely by virtue of SWBT's provision of DACC to Sprint under this Attachment.

2.0 Definitions

- 2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.
- 2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.
- 2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.

- 2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

3.0 **Call Branding**

- 3.1 Call branding is the process by which an Operator, either live or recorded, will identify the DA provider as being Sprint. When Sprint requests SWBT to quote rates, in all cases the rates quoted to the customer and those applied to the call will be Sprint's. SWBT will offer Call Branding of DA in the name of Sprint.
- 3.2 Sprint will be responsible for providing SWBT a recording to be used for such branding. The recorded brand will be in accordance with SWBT's branding specifications and will be compliant with SWBT's platforms. Sprint acknowledges that SWBT is not responsible for the quality of the branded message provided by Sprint. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.

4.0 **Call Rating/Reference Information**

- 4.1 Sprint will provide SWBT with a copy of its DA rates to be used when quoting DA rates to Sprint's end users. In all cases the rates quoted to the customer and those applied to the call will be Sprint's. Sprint acknowledges that it is responsible for providing SWBT with current Sprint DA rates.

5.0 **Responsibilities of SWBT**

- 5.1 SWBT will perform DA Service for Sprint in those exchanges where Sprint elects to purchase such services from SWBT.
- 5.2 SWBT will provide and maintain its own equipment to furnish DA Services.
- 5.3 SWBT will provide DA Service to Sprint customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified in the same manner as SWBT provides for its own end users except as otherwise provided herein.
- 5.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 5.5 SWBT will include current Sprint customer listing information in SWBT's DA database.

6.0 Responsibilities of Both Parties

6.1 The Party(ies) that provide the circuits between Sprint and SWBT offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6.2 Each Party shall bill its own end users.

7.0 Responsibilities of Sprint

7.1 Sprint will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the Sprint serving office, in a mutually agreed upon format and media.

7.2 Sprint will furnish to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the Service.

7.3 Sprint will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. Sprint will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

8.0 Pricing

8.1 The following DA Prices apply pending approval of permanent rates by the Commission

\$0.2950 per DA call; and

\$0.24 per DA call completed to requested number.

8.2 In addition, charges will apply for the following DA Elements:

8.2.1 Call Branding - A charge for loading a Sprint brand will apply for initial and subsequent branding loads. Rates for call branding will be negotiated. Such rates will be based on Commission-approved cost studies.

8.2.2 Call Rate/Reference Information - A charge for loading Sprint specific DA rates will apply for initial and subsequent load changes. Rates for Rate/Reference Information will be negotiated. Such rates will be based on Commission-approved cost studies.

9.0 **Monthly Billing**

- 9.1 SWBT will render monthly billing statements to Sprint for DA Service, and remittance in full will be due thirty (30) days after bill date.

10.0 **Limitation Of Liability And Indemnification**

- 10.1 Sprint agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of Sprint's end user customers' use of the DA services. Sprint will defend against all customer claims just as if Sprint had provided such service to its customer with Sprint's own employees and will assert its contractual or tariff limitation of liability, in any, for the benefit of both SWBT and Sprint.
- 10.2 Sprint agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the DA services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with DA services.

ATTACHMENT 23: OS (Other)

**SWBT-PROVIDED LOCAL & INTRALATA
OPERATOR SERVICES**

This Attachment 23: OS (Other) to the Agreement sets forth the terms and conditions under which SWBT agrees to provide local and IntraLATA operator services (Operator Services) for Sprint as a facilities based switch provider and in an unbundled network elements environment. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

- 1.0 **Services** - SWBT will provide the following three tiers of Operator Services:
 - 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where Sprint has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
 - 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
 - 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.
- 2.0 **Call Types** - SWBT will provide to Sprint the call types in Sections 3.0 through 8.0 below:
 - 3.0 **Fully Automated Station-to-Station** - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
 - 3.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
 - 3.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.

- 3.3 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 4.0 **Semi-Automated Station-To-Station** - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
- 4.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 4.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 5.0 **Semi-Automated Person-To-Person** - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:
- 5.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 5.2 When an operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 6.0 **Operator Handled Station-To-Station** - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator re-establishes an interrupted call as described in this Section.
- 7.0 **Operator Handled Person-To-Person** - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator re-establishes an interrupted call as described in this Section.
- 8.0 **Operator Transfer Service** - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in

SWBT's Operator Transfer Service offering. Sprint agrees to obtain all necessary compensation arrangements between Sprint and participating carriers.

9.0 Call Branding

- 9.1 The process by which an Operator, either live or recorded, will identify the operator service provider as being Sprint. In all cases the rates quoted to the customer and those applied to the call will be Sprint's. SWBT will offer Call Branding of Operator Services in the name of Sprint.
- 9.2 Sprint will be responsible for providing SWBT a recording to be used for such branding. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services. The recorded brand will be in accordance with SWBT's branding specifications and will be compliant with SWBT's platforms. Sprint acknowledges that SWBT is not responsible for the quality of the branded message provided by Sprint.

9.3 Call Rating/Reference Information

- 9.4 Sprint will provide SWBT with a copy of its DA rates to be used when quoting DA rates to Sprint's end users. In all cases the rates quoted to the customer and those applied to the call will be Sprint's. Sprint acknowledges that it is responsible for providing SWBT with current Sprint DA rates.

10.0 Other Operator Assistance Services

- 10.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 10.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 10.3 Handling of Emergency Calls To Operator - To the extent Sprint's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. Sprint will provide to SWBT the community's associated with Sprint's NXX(s).
- 10.4 Calling Card - Calls billed to an Sprint proprietary calling card (0+ or 0- access) will be routed via transfer to the Sprint operator.

11.0 Responsibilities of SWBT

- 11.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 11.2 Facilities necessary for SWBT to provide Operator Services to Sprint will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 11.3 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made and in the same manner as it provides for its own end users, unless otherwise agreed in writing by both Parties.
- 11.4 SWBT will accumulate and provide Sprint such data as necessary for Sprint to verify traffic volumes and bill its customers.

12.0 Responsibilities of Both Parties

- 12.1 The Party(ies) that provide the circuits between Sprint and SWBT offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.
- 12.2 Each party will bill its own end users.

13.0 Responsibilities of Sprint

- 13.1 Sprint will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the Sprint serving office, in a mutually agreed upon format and media.
- 13.2 Sprint will furnish in writing to SWBT, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SWBT to provide the Service.
- 13.3 Sprint will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include Sprint's rate quotation tables and any other information required by SWBT. Sprint will provide the initial data by a date mutually agreed to between Sprint and SWBT. Sprint will keep this data current using procedures mutually agreed to by Sprint and SWBT. Sprint will provide all data and changes to SWBT in the mutually agreed to format(s).

- 13.4 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, Sprint agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to Sprint in such end offices for the period of time mutually agreed to by the Parties.

14.0 **Pricing**

- 14.1 The following OS interim Prices apply pending approval of permanent rates by the Commission, :

Work Second basis:	Per Sec.
Per standard work sec.	\$.014700
Fully Automated station	\$.184800
Fully Automated Calling Card	\$.158400

Competed Billable Call Basis	Per Call
Fully Automated Station	\$.22
Fully Automated Calling Card	\$.19
Semi-Automated Station	\$1.84
Semi-Automated Calling card	\$.45
Non-Automated Station	\$1.09
Non-Automated Person	\$1.94
Line Status Verification	\$.75
Busy Line Interrupt	\$.84
0- Transfer	\$.24

- 14.2 In addition, charges will apply for the following OS Elements:

14.2.1 **Call Branding** - A charge for loading a Sprint brand will apply for initial and subsequent branding loads. Rates for call branding will be negotiated. Such rates will be based on Commission approved cost studies.

14.2.2 **Call Rate/Reference Information** - A charge for loading Sprint specific OS rates will apply for initial and subsequent load changes. Rates for Rate/Reference Information will be negotiated. Such rates will be based on Commission-approved cost studies.

15.0 **Limitation of Liability And Indemnification**

- 15.1 Sprint agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of Sprint's end user customers' use of the OS services. Sprint will defend against all

customer claims just as if Sprint had provided such service to its customer with Sprint's own employees and will assert its contractual or tariff limitation of liability, in any, for the benefit of both SWBT and Sprint.

- 15.2 Sprint agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the OS services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with OS services.
- 15.3 At SWBT's request, Sprint will defend, indemnify and hold harmless SWBT and each of its officers, directors, employees and agents (each an indemnified party) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party alleging any breach of any representation, warranty or covenant made by SWBT, or based upon injuries or damages to any person or property arising out of or in connection with SWBT's actions, or the actions of SWBT's employees in respect to the services provided by SWBT pursuant to this Section except for willful or intentional misconduct (including gross negligence).
- 16.0 **Monthly Billing**
- 16.1 SWBT will render monthly billing statements to Sprint, and remittance in full will be due thirty (30) days after bill date..

Attachment 24 RECORDING**RECORDING, MESSAGE PROCESSING AND
PROVISION OF INTEREXCHANGE CARRIER TRANSPORTED
MESSAGE DETAIL APPENDIX**

This Attachment sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Exhibit I, **SERVICES AND ASSOCIATED CHARGES**, and those services specifically selected by Sprint as described in Exhibit II, **SELECTED SERVICE OPTIONS AND METHOD OF PROVISION**, and at the rates set forth in Exhibit III, **BASIS OF COMPENSATION**. Exhibits I, II, and III are attached hereto and made a part of this Attachment by reference.

I. DEFINITIONS

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

- A. Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- B. Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- C. Billing Company - the company that bills end users for the charges incurred in originating and terminating IXC transported calls.
- D. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and the Billing Company.
- E. Data Transmission - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- F. Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- G. Interexchange Carrier Transported - telecommunications services provided by an Interexchange Carrier or traffic transported by facilities belonging to an Interexchange Carrier.

- H. Originating Local Exchange Carrier Company - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXC's.
- I. Message Processing - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- J. Provision of Message Detail - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to Sprint for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- K. Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- L. Recording - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- M. Recording Company - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- N. Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- O. Switching Control Point (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- P. 800 SCP Carrier Access Usage Summary Record (SCP Record) - A summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit III-A pertaining to the production and forwarding of AUR data.
- Q. Terminating Local Exchange Carrier Company - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange